AGREEMENT

THIS AGREEMENT is made this 30th day of August, 2007 by and between St. Louis Cardinals, LLC, a Missouri limited liability company with offices at 250 Stadium Plaza, St. Louis, Missouri 63102 (the "Club"), Major League Baseball Properties, Inc., a New York corporation with a principal place of business at 245 Park Avenue, New York, NY 10167 ("MLBP"), the licensing agent for the Club, the 30 Major League Baseball clubs, the Office of the Commissioner of Baseball, and their respective affiliated entities, and Douglas J. Lewis d/b/a STL Products, an individual residing at 4143 Fox Crossing, St. Louis, Missouri 63034 ("Lewis"), on behalf of himself and any entities or businesses which he now, or may in the future own or control, or any persons, entities or businesses with which he is, or may in the future be, directly connected or may control (collectively referred to as the "Lewis Parties").

W I T N E S S E T H:

WHEREAS, the Club is the owner of the ST. LOUIS CARDINALS Major League Baseball club; and

WHEREAS, the Club individually and through its predecessors, licensees, sponsors and/or affiliates has long used and is using various trademarks and service marks that comprise or contain the words CARDINALS, CARDINAL or CARDS and/or depictions of various cardinal bird designs, either alone or with other word or design elements, on or in connection with professional baseball game exhibitions which are broadcast and transmitted through various media and a wide variety of goods and services associated with and used to promote and identify the Club and its affiliates, and may adopt additional marks in the future which comprise or contain the words CARDINALS, CARDINAL or CARDS and/or depictions of cardinal bird designs (collectively the "Club's CARDINALS Marks"); and

WHEREAS, the Club owns, *inter alia*, United States Registrations Nos. 1,550,274, 1,029,880, 843,040, 1,561,781, 1,646,801, 841,051, 1,613,969, 1,566,743, 2,778,410, 2,565,213, 2,597,277, 2,563,494, 2,641,836, 1,161,375, 843,039, 1,561,782, 1,566,742 and 1,290,475 and Application Serial Nos. 78/750,716, 78/750,629, 78/750,645, 78/750,679 and 78/750,672, for said trademarks and service marks; and

WHEREAS, through long and substantial use, the Club's CARDINALS Marks have become associated by the trade and public with the Club and have developed considerable and valuable goodwill associated with the Club; and

WHEREAS, Lewis has filed an application to register the mark GO CARDS, Application Serial Number 78/616,520, which is now pending before the United States Patent and Trademark Office ("USPTO") in International Class 25 for "clothing, namely, t-shirts, sweatshirts, caps, pants, socks, shoes, gloves, underwear" (the "Application"); and

WHEREAS, Lewis obtained Missouri State trademark registrations for I LOVE ST. LOUIS CARDINALS, Mo. Reg. S017,029; GO CARDS ST. LOUIS BASEBALL, Mo. Reg. S016,927; GO CARDS, Mo. Reg. S016,627; GO CARDINALS, Mo. Reg. S016,920; ST. LOUIS BASEBALL, Mo. Reg. S016,273; CARD BALL, Mo. Reg. S15,724; CARD BALL BIRD, Mo. Reg. S015,778; and Red Bird Design with Baseball Glove, Mo. Reg. S15,746 (collectively, the "Missouri Registrations"), and obtained Illinois State trademark registrations for ILLINOIS CARDINALS, Ill. Reg. 089156 and EAST ST. LOUIS CARDINALS, Ill. Reg. 89212 (collectively, the "Illinois Registrations"); and

WHEREAS, Lewis has sold and offered for sale on the websites www.stlproducts.com and www.cafepress.com a wide variety of merchandise bearing the GO CARDS mark and other marks covered by the Missouri Registrations; and

WHEREAS, the Club commenced an opposition proceeding against the Application captioned St. Louis Cardinals, LLC v. Lewis, Opposition No. 91172611 now pending in the Trademark Trial & Appeal Board of the USPTO (the "Opposition"); and

WHEREAS, the Club commenced an action against Lewis captioned St. Louis Cardinals, LLC v. Lewis, No. 4:07-CV-00473-CEJ now pending in the United States District Court for the Eastern District of Missouri (the "Action") against Lewis on March 9, 2007; and

WHEREAS, in response to the Club's filing of the Action, Lewis has voluntarily cancelled the following Missouri Registrations: GO CARDS ST. LOUIS BASEBALL, Mo. Reg. S016,927; ST. LOUIS BASEBALL, Mo. Reg. S016,273; CARD BALL, Mo. Reg. S15,724; CARD BALL BIRD, Mo. Reg. S015,778; and Red Bird Design with Baseball Glove, Mo. Reg. S15,746.

NOW THEREFORE, in consideration of the mutual covenants and obligations contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Contemporaneously with the execution of this Agreement, the parties will execute the Final Judgment on Consent attached hereto as Exhibit A (the "Consent Judgment") and shall cause the Consent Judgment to be filed with the Court terminating the Action.

2. In consideration of this Agreement and conditioned on the terms of the Consent Judgment and the Lewis Parties' compliance with such terms, including without limitation the accuracy of the representations and warranties contained therein, the Club hereby releases the Lewis Parties and their customers from any and all trademark-related claims for monetary relief arising out of or related to Lewis' use and registration of the marks covered by the Application, the Missouri Registrations and the Illinois Registrations up to the date of this Agreement.

3. In consideration of this Agreement and the Club's compliance with the terms of this Agreement, the Lewis Parties hereby release the Club, MLBP and the 30 Major League Baseball clubs, the Office of the Commissioner of Baseball, and their respective affiliated entities and licensees (collectively, the "MLB Released Parties"), as well as all of the MLB Released Parties' respective distributors, wholesalers, retailers, customers, agents, officers, directors, employees, members, partners, parent companies, subsidiaries and related and affiliated companies and all those in privity with them (collectively "the MLB Parties"), from any and all claims, demands, damages, losses, liabilities, rights, or causes of action arising out of or related to the commencement of the Opposition, the Action or any other enforcement actions taken by the MLB Parties, or the use by the MLB Parties of the Club's CARDINALS Marks or any other marks containing or comprising the term CARDINALS, CARDINAL or CARDS and/or depictions of various cardinal bird designs.

4. This Agreement and the Consent Judgment sets forth the entire agreement among the parties, there being no other oral or written terms hereof. No agreement amending, superseding or terminating this Agreement or any provisions hereof shall be valid unless in writing and signed by both parties. No waiver of any breach of this Agreement shall be construed as a continuing waiver or consent to any subsequent breach hereof. If any provision of this Agreement is determined to be invalid or unenforceable, it shall not affect the validity or enforceability of the other provisions.

5. This Agreement shall inure to the benefit of and shall be binding upon the parties, their heirs, officers, directors, shareholders, partners, members, agents, representatives, servants, employees, licensees, franchisees, attorneys, parent companies, subsidiaries, related and

affiliated companies, successors and assigns and all entities operated and/or controlled by any of them or in active concert or participation with any of them.

6. This Agreement shall be limited to the territory of the United States of America and shall have no force and effect with respect to trademark rights of the parties in other countries.

7. This Agreement shall be governed by and interpreted in accordance with federal laws and the laws of the State of Missouri, as applicable, without regard to conflicts of law. The United States District Court for the Eastern District of Missouri shall retain continuing jurisdiction over the parties and over the subject matter of the Action for the purposes of interpreting and enforcing the terms of the Consent Judgment.

8. The undersigned individuals hereby warrant and represent they have full authority to execute this Agreement on behalf of the party for which they signed.

VOIDED

ST. LOUIS CARDINALS, LLC
By Major League Baseball Properties, Inc.
As Agent

By:________________________

Name:________________________

Title:________________________

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Douglas [illegible]. Lewis, Individually and on behalf of the Lewis Parties

MAJOR LEAGUE BASEBALL PROPERTIES, INC.

By:________________________

Name:________________________

Title:________________________